

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

Ms. Rebecca Boody,

Plaintiff,

v.

**Lincoln National Life
Insurance Company,**

Defendant.

Court File No. 14-CV-4324 SRN/LIB

**PLAINTIFF'S RULE 26(a)(1)
INITIAL DISCLOSURES**

The following disclosures are made based on the information reasonably available to Plaintiff as of the date hereof. By making these disclosures, Plaintiff does not represent that she has identified every document, tangible thing or witness possibly relevant to this lawsuit.

Plaintiff does not waive her right to object to the production of any document or tangible thing disclosed herein on the basis of privilege, work product, relevancy, undue burden, or any other valid objection. Plaintiff's disclosures represent information she reasonably believes to be relevant to the factual dispute alleged in the pleadings.

Finally, Plaintiff's disclosures are made without in any way waiving: (1) the right to object on the grounds of competency, privilege, relevancy, and materiality, hearsay, data classification, or any other proper ground, to the use of any such information, for any purpose, in whole or in part, in any subsequent proceeding in this action or any other action; and (2) the right to object on any and all grounds, at any time, to any other

discovery requests or proceeding involving or relating to the subject matter of these disclosures.

All of the disclosures set forth below are made subject to the above objections and qualifications:

I. INDIVIDUALS LIKELY TO HAVE DISCOVERABLE INFORMATION THAT MAY BE USED TO SUPPORT PLAINTIFF'S CLAIMS:

Plaintiff's initial disclosure is made without the benefit of any discovery. Plaintiff reserves the right to amend its disclosures to add additional witnesses.

A. INDIVIDUALS ASSOCIATED WITH PLAINTIFF

1. Dr. David H. LaChance
Mayo Clinic
200 First St SW
Rochester, MN 55905
Information includes: Diagnosis and treatment of Plaintiff's medical conditions in 2012.
2. Dr. Joseph Nessler
St. Cloud Orthopedics
1901 Connecticut Avenue S
Sartell, MN 56377
Information includes: Diagnosis and treatment of Plaintiff's medical conditions in 2012 and 2013.
3. Dr. David D. Bradley, D.O.
St. Cloud Medical Group
251 County Road 120
St. Cloud, MN 56303
Information includes: Diagnosis and treatment of Plaintiff's medical conditions in 2013.
4. Dr. Carmen Buiceag-Arama
St. Cloud Medical Group
251 County Road 120
St. Cloud, MN 56303
Information includes: Diagnosis and treatment of Plaintiff's medical conditions in 2013.

5. Dr. James Parmele
Center for Pain Management, P.A.
166 – 19th Street S, Suite 101
Sartell, MN 56377
Information includes: Diagnosis and treatment of Plaintiff's medical conditions in 2011 and 2012.
6. Dr. Thomas B. Falloon
CentraCare Clinic – River Campus
1200 – 6th Avenue N
St. Cloud, MN 56303
Information includes: Diagnosis and treatment of Plaintiff's medical conditions in 2011 and 2012.
7. Dr. Dang
CentraCare Clinic – River Campus
1200- 6th Avenue N
St. Cloud, MN 56303
Information includes: Diagnosis and treatment of Plaintiff's medical conditions in 2012, 2013 and 2014.
8. Dr. Christine Reichl
CentraCare Clinic – River Campus
1200 – 6th Avenue N
St. Cloud, MN 56303
Information includes: Diagnosis and treatment of Plaintiff's medical conditions in 2012, 2013 and 2014.
9. Vocational Expert, to be determined.

B. INDIVIDUALS AND ENTITIES AFFILIATED WITH DEFENDANT

1. Ms. Jackie Harrison
Lincoln National Life Insurance Company
P.O. Box 2337
Omaha, NE 68103
Information includes: Knowledge of Defendant's decision to deny Plaintiff's appeal for benefits under Plaintiff's long-term disability policy.
2. Mr. Jamie Kudym
Lincoln National Life Insurance Company
8801 Indian Hills Drive
Omaha, NE 68114-4066

Information includes: Knowledge of Defendant's initial denial of Plaintiff's claim for long-term disability benefits under her policy.

3. Ms. Lisa Kurtz

Lincoln National Life Insurance Company
8801 Indian Hills Drive
Omaha, NE 68114-4066

Information includes: Knowledge of Defendant's final denial of Plaintiff's claim for long-term disability benefits arising from her appeal dated June 30, 2014.

4. Dr. Sira Ayyar

Lincoln National Life Insurance Company
8801 Indian Hills Drive
Omaha, NE 68114-4066

Information includes: Knowledge of insurance company's request for medical review of Plaintiff's medical conditions and knowledge of Plaintiff's medical conditions.

II. CATEGORIES AND LOCATIONS OF DOCUMENTS

1. Documents relating to internal guidelines available to Defendant or used in reviewing claims; internal guidelines available to Defendant or used to deny claims; internal guidelines available to Defendant or used in determining reasons for claim denials; claims procedure manuals available to Defendant or used by Defendant in processing long term disability claims; including, but not limited to, materials covering claims review, claims processing and claim denials.
2. Documents related to claims claim approval and claim denial rates for Jackie Harrison, Jamie Kudym and Lisa Kurtz, including, but not limited to, reasons for past denials of long term disability benefits.
3. Documents related to the independent medical reviewer, Dr. Sira Ayyar; including, but not limited to, the number of claims Dr. Ayyar has reviewed for Defendant; the cumulative total earnings Dr. Ayyar has received from Defendant in the last ten (10) years for performing claims review or performing any other functions for Defendant; the number of claims Dr. Ayyar reviewed for Defendant which he recommended be approved; the number of claims Dr. Ayyar reviewed for Defendant in which he recommended the claims be denied, including the reasons for such denials.

III. COMPUTATION OF DAMAGES

Ms. Boody has suffered damages as follows:

- (1) Approximately \$59,033.38 in past-due long term disability benefits.
- (2) Approximately \$4,215.67 per month, in continuing monthly long term disability benefits.
- (3) Approximately \$10,000 in legal fees and costs incurred to date.

Total Approximate Damages: \$73,249.05 and continuing.

III. INSURANCE

Plaintiff is not aware of any additional insurance policy, other than the long term disability insurance policy at issue in this case, which Defendant may hold to satisfy all or part of a judgment which may be entered in favor of Plaintiff or to indemnify or reimburse Defendants for payments to satisfy the judgment. Plaintiff asserts that under the terms of her long-term disability policy with Defendant, she is qualified for and entitled to such payments.

Dated: January 15, 2015

By: /s/ Sarah R. Jewell

Sarah R. Jewell
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St. Cloud, MN 56301
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ATTORNEY FOR PLAINTIFF
MS. REBECCA BOODY